

May 28, 2013

GLORIA L. FRANKLIN, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA



LAWRENCE L. SZABO, #83974  
Attorney at Law  
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Oakland, CA 94610  
Tel: (510) 834-4893  
[szabo@sbcglobal.net](mailto:szabo@sbcglobal.net)  
Attorney for Debtor

The following constitutes  
the order of the court. Signed May 28, 2013

Neil Jon Bloomfield, Esq. (SBN 52235)  
901 E Street, Suite 100  
San Rafael, CA 94901  
Telephone: (415) 454-2294  
Facsimile: (415) 457-5348

  
Roger L. Efremsky  
U.S. Bankruptcy Judge

Debtor NEIL JON BLOOMFIELD

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

In re

NEIL JON BLOOMFIELD,

Debtor.

) Case No.: 12-40625 RLE  
) (Honorable Roger L. Efremsky)  
)  
) Chapter 11  
)  
) STIPULATED ORDER VALUING CLAIM SECURED  
) BY FIRST LIEN ON REAL PROPERTY KNOWN AS  
) 233 HILLSIDE DRIVE, FAIRFAX, CALIFORNIA,  
) AND REGARDING RELATED MATTERS FOR PLAN  
) CONFIRMATION AND VOTING  
)  
) DATE: March 6, 2013  
) TIME: 2:00 PM  
) PLACE: Courtroom 201, U.S. Bankruptcy Court  
) 1300 Clay Street, Oakland, CA

Debtor, Neil Jon Bloomfield ("Debtor"), has made a motion pursuant to FRBP Rule 3012 and 11 U.S.C. Section 506 for an Order determining the secured status of the claim of Countrywide Bank, N.A., MERS, Inc., BAC Home Loans Servicing, LP (a subsidiary of Bank of America, N.A.), ReconTrust Company, N.A. (a subsidiary of Bank of America, N.A.), and/or Bank of America, N.A. (as successor-in-interest to Countrywide Bank, N.A.) (hereinafter, collectively, "Bank of America"); and for an order pursuant to 11 U.S.C. Section 506 (d) to avoid, cancel, extinguish and annul Bank of America's lien against the real property located at 233 Hillside Drive, Fairfax, California 94930 to the extent that Bank of America's allowed claim exceeds the agreed and settled value of the 233 Hillside property.

The parties agree and stipulate that:

1. Debtor filed a petition for Chapter 11 bankruptcy on January 23, 2012.
2. The real property and improvements located at 233 Hillside Drive, Fairfax, California 94930, A.P.N. 002-143-18, the legal description of which is attached hereto as **Exhibit A** and by this reference incorporated herein, is property of Debtor's bankruptcy estate;
3. Bank of America holds an allowed claim against Debtor for \$1,899,344.82<sup>1</sup> that is based upon a \$1,500,000.00 promissory note executed by Debtor in favor of Countrywide Bank, N.A.<sup>2</sup>. The promissory note is secured by a lien created by a first priority deed of trust ("First Deed of Trust") for the 233 Hillside property;
4. Bank of America has offered to modify the terms of the promissory note by an offer transmitted in writing to Debtor by Bank of America's attorney, Mark Domeyer, on February 26, 2013 (the "Loan Modification Offer");
5. The value of Bank of America's interest in the estate's interest in the 233 Hillside property is \$1,013,150.00 as established by the Stipulation of the parties as incorporated into the record of the hearing herein on March 6, 2013;
6. Accordingly, pursuant to 11 U.S.C. §506 (a) and (d) and Bankruptcy Code Rule 3012, Bank of America shall be allowed a secured claim of \$1,013,150.00. The balance of Bank of America's

<sup>1</sup> Pursuant to Claim no. 11 filed in this case by Bank of America, N.A.

<sup>2</sup> The assets of Countrywide Bank, N.A. were acquired by Bank of America, N.A. in 2008.

1 \$1,899,344.82 claim, \$866,194.80, is allowed as an unsecured secured claim.

2 The parties further stipulate to an order as follows pursuant to 11 U.S.C. §506 and FRBP Rule 3012:

3 1. The aforesaid First Deed of Trust lien, against Debtor's real property at 233 Hillside  
4 Drive, Fairfax, CA, 94930, A.P.N. 002-143-18, created by the Deed of Trust originally recorded on or  
5 about September 23, 2005, as Instrument No. 2005-0073223 in the Official Records, County of Marin is  
6 an allowed secured claim in the amount of \$1,013,150. The Bank of America claim will be treated as  
7 unsecured claim to the extent the claim exceeds the \$1,013,150.00 value of the collateral that secures  
8 Bank of America's claim except as otherwise specified in the Loan Modification Offer attached hereto  
9 as Exhibit B.

10 2. Bank of America's allowed unsecured claim of \$886,104.80 is to be treated as a Class 3  
11 unsecured claim in Debtor's Second Amended Chapter 11 Plan of Reorganization, dated April 1, 2013  
12 ("the Plan") and not as a secured claim, and will be administered as a claim of such class in Debtor's  
13 Chapter 11 Plan.

14 3. This Stipulation and the Order based thereon shall be binding upon Bank of America,  
15 N.A., its subsidiaries BAC Home Loans Servicing, LP and ReconTrust Company, N.A., its predecessor-  
16 in-interest Countrywide Bank, N.A., MERS, Inc., Ocwen Loan Servicing, and their respective agents or  
17 assignees, transferees, or successors-in-interest and the terms of this Stipulation and Order shall  
18 comprise a portion of the Plan treatment to be accorded to Bank of America on its Class 2-1 Secured  
19 Claim.

20 4. Bank of America and Debtor agree that Bank of America's allowed secured claim shall  
21 be treated by the Plan, as set forth in the Loan Modification Offer dated February 14, 2013, a true copy  
22 of which is attached hereto as Exhibit B and incorporated herein by this reference.

23 5. Bank of America agrees to accept the Plan's treatment of its allowed secured claim and  
24 allowed unsecured claim, provided the Plan's treatment is consistent with this stipulation and with the  
25 Loan Modification Offer and further provided that the terms of this Stipulation and Order shall  
26 comprise a portion of the Plan treatment to be accorded to Bank of America on its Class 2-1 Secured  
27 Claim.  
28

1           6.       The unsecured portion of Bank of America's allowed claim will receive its pro rata share  
2 of the distribution to allowed Class 3 unsecured claims as provided in Debtor's Second Amended  
3 Chapter 11 Plan of Reorganization, dated April 1, 2013.

4           7.       This Order shall become part of Debtor's Chapter 11 Plan when confirmed by this Court.

5           8.       Except as provided by separate, subsequent order of this Court, the unsecured portion of  
6 the lien as set forth above may not be enforced so long as this order remains in effect.

7                               \* \* END OF ORDER \* \*

8 Approved:

9           Dated: May 28, 2013

10           MILES, BAUER, BERGSTROM  
11           & WINTER, LLP

12           By: /s/ Mark T. Doymeyer

13           Attorneys for Secured Creditor

14           BANK OF AMERICA, N.A.  
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DESCRIPTION

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233 Hillside Drive Fairfax  
AP 002-143-18

ALL THAT CERTAIN real property situate in the City of Fairfax, County of Marin, State of California, described below as follows:

Beginning at the Southwest corner of Lot 477, on the Easterly line of a 15 foot lane, as shown upon that certain Map entitled "Map No.3 Deer Park," filed for record March 8, 1915 in Volume 4 of Maps, at Page 96, Marin County Records; thence along the Easterly line of said lane, South 27° 07' East 16.37 feet to the Northerly line of a 30 foot road known as Hillside Drive; thence along the Northerly side of said Hillside Drive, South 84° 38' East 16 feet, South 32° 44' East 83.2 feet, South 60° 15' East 41.8 feet North 50° 03' East 43.8 feet, North 65° 51' East 73.5 feet, South 67° 38' East 53.7 feet, South 13° 46' East 138.7 feet, South 34° 07' East 77.8 feet, South 2° 25' East 18.7 feet, South 84° 45' East 71.3 feet and North 60° 06' East 63.2 feet; thence leaving Hillside Drive, North 11° 46' East 79.8 feet to the Southeast corner of Lot 236, as shown upon that certain Map entitled "Map No. 2, Deer Park", filed *for* record October 9, 1908 in Volume 2 of Maps, at Page 131, Marin County Records; thence North 58° 24' West 49.9 feet to the Southwest corner of said Lot 236; thence North 16° 22' West 181.3 feet to the Southeast corner of Lot 240, Map No. 2 Deer Park; thence North 56° 44' West 150 feet to the Southeast corner of Lot 243, Map No.2 Deer Park; thence South 71° 35' West 139 feet and North 34° 35' West 30.25 feet to the Southeast corner of Lot 477 hereinbefore referred to; thence South 62° 53' West 127.25 feet to place of beginning.



OCWEN Loan Servicing, LLC  
1661 Worthington Rd, Suite 100  
West Palm Beach, FL 33409

[www.ocwen.com](http://www.ocwen.com)

2/14/13

Law Offices of Lawrence L. Szabo  
3608 Grand Ave. #1  
Oakland, CA 94610

Re: Neil Jon Bloomfield  
233 Hillside Dr | Fairfax, CA 94930  
Loan Number: 7130807154

Dear Law Offices of Lawrence L. Szabo:

We understand that you are the attorney representing the above referenced borrower(s). Since our goal is successful homeownership, we are enclosing a Trial Period Plan offer for review and consideration by you and the borrower(s). Upon satisfactory completion of the Trial Period Plan, including timely remittance of all trial period payments and satisfaction of all other program eligibility requirements, we will be able to offer your client a permanent loan modification.

Please consult with your client and contact the law firm representing Ocwen regarding the above loan number if you have any questions regarding the attached documentation.

Ocwen Loan Servicing, LLC



OCWEN Loan Servicing, LLC  
1661 Worthington Rd, Suite 100  
West Palm Beach, FL 33409

[www.ocwen.com](http://www.ocwen.com)

February 14, 2013

Approved:

You will receive a total loan balance reduction in the amount of \$974,489.10, and a low monthly mortgage payment of approximately \$4,654.36 if you make three monthly trial period payments.\*

Neil Jon Bloomfield  
901 E St Ste 100  
San Rafael, CA 94901

Accept this trial loan modification offer today by making your first trial period payment.

Dear Neil Jon Bloomfield,

Loan Number: 7130807154

We are pleased to tell you that you are approved to start a Trial Period Plan for a new modification program that includes significant principal reduction and an affordable monthly payment. All you need to do to accept this offer is make your first Trial Period Payment. We already have the documentation we require on file.

We want to help you stay in your home and avoid foreclosure.

If you complete this Trial Period Plan by making all payments as outlined below, any past due late fees will be waived, interest and advances that were paid on your behalf will be added to your principal balance, principal reduction will be applied and your loan will be brought up to date. We will then permanently reduce your total loan balance by the amount of \$974,489.10, and extend the term of your loan to 40 years after the modification effective date. In addition, we will reduce your interest rate to 2%.

Take a look at the mortgage program benefits below.\*

	Current Loan	Modified Loan
Monthly Payment	\$5,993.58	\$4,654.36
Total Loan Balance (includes past due payments, interest and advances paid on your behalf as of 2/11/2013)	\$1,987,604.10	\$1,013,115.00
Interest Rate	4.75%	2.00% (APR 2.00%)

\*Please note that this modification program requires that you establish an escrow/impound account for property taxes and insurance. The proposed Modified Loan payment shown above and the Trial Period Plan payment that is set forth below reflect what your total monthly payment will be for principal, interest and escrow/impound amounts. If you do not currently have an escrow or impound account as part of your monthly payment, you should add approximately 1/12 of your total annual tax and insurance bill to your current monthly payment for comparison purposes.

\* If your interest rate is modified, it will be fixed for the life of your loan, unless your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. These changes will be specified in your final modification agreement. Please also see the Frequently Asked Questions enclosed for more information.

#### What you need to do

Please read this letter and the enclosed Frequently Asked Questions so that you understand all the steps you need to take to permanently modify your mortgage, starting with making your first trial period payment.

We encourage you to accept this offer by making your first Trial Period Plan payment by 3/1/2013. By making your first trial payment, you accept the terms and conditions of this offer and affirm that your property is currently occupied.

Instead of your normal monthly mortgage payments, you must pay the exact amount of your Trial Period Plan payments. In order to receive your permanent modification it is very important that you make your payments on time.

Send in your monthly Trial Period Plan payments—instead of your normal monthly payments—as follows:

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as an attempt to collect a debt.



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#### Trial Period Plan

- 1<sup>st</sup> Payment: \$4,654.36 due on 3/1/2013
- 2<sup>nd</sup> Payment: \$4,654.36 due on 4/1/2013
- 3<sup>rd</sup> Payment: \$4,654.36 due on 5/1/2013

You may have two ways to make your mortgage payments. To pay by mail, use the payment coupons included in this package. To pay by phone, please call 1-800-746-2936 (Hours of Operations: Monday to Friday 8 am EST to 9 pm EST, Saturday 8 am EST to 5 pm EST and Sunday 12 pm EST to 9 pm EST) and we may be able to deduct your payment directly from your checking account. (There are no fees to make your payment by phone during the trial period.)

After you make all trial period payments on time, and if you continue to meet all of the eligibility requirements of this modification program, your mortgage will be permanently modified. Please make all of your trial payments on time and in the right amount, or you may no longer be eligible for a loan modification. If your last trial period payment is made after the 3<sup>rd</sup> day of the month in which it is due, we may extend your Trial Period Plan by an extra month. Please continue to make payments in the amount noted in your Trial Period Plan until you receive your permanent modification documents from us.

Please note: Because we would be forgiving a portion of your loan, we are required under federal law to report this debt reduction to the Internal Revenue Service (IRS) as possible taxable income to you. Please consult your own tax advisor to determine whether you may be able to exclude the debt reduction from income.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and is not an attempt to impose personal liability for the debt.

If you have a question, please call 1-800-746-2936 (Hours of Operations: Monday to Friday 8 am EST to 9 pm EST, Saturday 8 am EST to 5 pm EST and Sunday 12 pm EST to 9 pm EST)

We are glad you have been approved for a Trial Period Plan offer. Start today by making your first trial period payment.

Sincerely,

OCWEN Loan Servicing

Enclosed: (1) Frequently Asked Questions (2) Additional Trial Period Plan Information and Legal Notices (3) Payment Coupons

\*Please note the amount(s) shown are estimates only based on the current status of your loan. Additional payment or advance activity during the trial plan period may result in minor changes to these estimates. Once you successfully complete your Trial Period Plan payments, you will receive a permanent modification agreement that includes specific amounts and terms.

APR (Annual Percentage Rate) reflects the effective cost of your loan on a yearly basis taking into account such items as interest, mortgage insurance, most closing costs, discount points and loan origination fees. APR is an estimate and may be more or less with any changes in loan amount, term of loan or other criteria. APR lets you know the true cost of borrowing money over the life of your loan. Your monthly payment is not based on APR, but instead on the interest rate on your note.

Ocwen loan Servicing is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for a loan modification program that may help you bring or keep your loan current through affordable payments.





## Frequently Asked Questions

- Q. I was in evaluation for another modification program when I received this offer. Am I still being evaluated for that program?

You were selected for this trial program because it is the most beneficial to you based on your current financial situation. Any other alternatives we could offer you at this time, such as a short sale or deed in lieu of foreclosure, would require you to leave your home. If you don't believe you can afford the modification we are offering, and would like to discuss these alternative options, please call 1-800-746-2936 (Hours of Operations: Monday to Friday 8 am EST to 9 pm EST, Saturday 8 am EST to 5 pm EST and Sunday 12 pm EST to 9 pm EST)

- Q. Will I owe taxes on the amount forgiven?

This varies based on your personal situation. Because we are forgiving a portion of your loan, we are required under federal law to report this debt reduction to the Internal Revenue Service (IRS) as possible taxable income to you. Please consult your own tax advisor to determine whether you may be able to exclude the debt reduction from income. You can also find useful information at [www.irs.gov](http://www.irs.gov) (search: mortgage forgiveness).

- Q. I was previously declined for a modification program. Why am I receiving this offer?

This is a new modification program. We reevaluated your situation and determined that you qualify to participate in this new program.

- Q. What is a Trial Period Plan?

A Trial Period Plan sets your trial payments at an amount that we estimate your permanent modification payment will be, and allows you to show you can make modified payments in full and on time. If you do not make these payments, we will assume that the modification will not suit your needs and your loan will not be modified.

Your existing loan terms will remain in effect and unchanged during the Trial Period Plan and you will continue to receive monthly statements that will show the payment amount based on your existing home loan agreement. However, please pay only the new Trial Period Plan payment amount instead of your regular payment amount until you hear from us about a permanent home loan modification.

- Q. How was my new payment in the trial period determined?

Your loan was evaluated for all the available modification programs to find the program that benefits you the most. Your Trial Period Plan payment is an estimate of what your payments would be if you complete your trial period and enter into a permanent home loan modification. Final specific terms will be included in your permanent Modification Agreement, but we don't expect the amount of your payment to change significantly from the Trial Payment.

If you do not already have an escrow account to pay your property taxes and insurance, you may be required to have one as part of the modification of your loan. Any previous escrow waivers no longer apply.

- Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

If your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your loan, unless your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddie Mac Primary Mortgage Market Survey® rate for 30-year, fixed-rate conforming mortgages). Once your interest rate reaches the cap it will be fixed for the remaining life of your loan. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses changes, your monthly payment will change as well.

- Q. What happens if I have other optional products or credit insurance?

After your loan closed, if you purchased an optional product such as accidental death insurance or Privacy Assist, where you agreed to have the cost for the optional product added to your mortgage payment, please call us at [1-800-746-2936 (Hours of Operations: Monday to Friday 8 am EST to 9 pm EST, Saturday 8 am EST to 5 pm EST and Sunday 12 pm EST to 9 pm EST)] to discuss the choices you may have.

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1661 Worthington Rd, Suite 100  
West Palm Beach, FL 33409

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If you have credit insurance, please call us at [1-800-746-2936 (Hours of Operations: Monday to Friday 8 am EST to 9 pm EST, Saturday 8 am EST to 5 pm EST and Sunday 12 pm EST to 9 pm EST)] to discuss your credit insurance plan.

Q. How will I know if my loan will be modified?

We will contact you in writing about the status of your permanent loan modification. You must continue to meet all of the program eligibility requirements, make all of your Trial Period Plan payments on time and return any additional documents that we may require in order to receive a modification.

Q. What if I made all my required Trial Period Plan payments, but Ocwen has not notified me about my permanent loan modification?

Please continue to make payments in the trial payment amount until you are notified about the status of your home loan modification. Due to the large volume of applications we are receiving, there may be a delay in your notification. Payments can be made over the phone or to the same address on the payment coupons:

Ocwen Loan Servicing  
PO Box 6440  
Carol Stream, IL 60197-6440

Q. What else should I know about this offer?

- If you make your trial payments on time each month, we will not conduct a foreclosure sale (subject to applicable court approval).
- If your mortgage is modified under this program, we will waive any late charges assessed during the trial period. Also, we do not charge fees for the modification.
- We will continue to report to credit reporting agencies the status of your loan as well as your entry into a Trial Period Plan, in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association. In addition, your loan will be reported as paying under a partial or modified payment plan during the trial period. Credit reporting agencies generally consider entering into a plan with reduced payments as an increased credit risk. As a result, entering into a Trial Period Plan may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score. Visit [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](http://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm) for more information about your credit.

#### Additional Trial Period Plan Information and Legal Notices

The following terms of your Trial Period Plan take effect on the day you make your first trial period payment, but only if we receive that first payment on or before 3/1/2013. You and we also agree as follows:

Ocwen Loan Servicing will not proceed to foreclosure sale during the trial period if you are complying with the terms of the Trial Period Plan.

If your loan was previously referred to foreclosure that is pending before a court while we were evaluating your eligibility for this program, we have asked the court to suspend any scheduled foreclosure sale. In addition, if you make your first trial period payment on time, we will ask the court to suspend the foreclosure process. If you do not comply with the terms of the Trial Period Plan and you do not qualify for other alternatives, your loan will be serviced according to its original terms, which could include foreclosure.

Do not ignore any foreclosure notices. To protect your rights under applicable foreclosure law, you may need to respond to foreclosure notices or take other actions. If you have any questions about our foreclosure process and the evaluation of your loan, please call us.

During the trial period, we may accept your trial period payments and apply them to your account, but that will not affect foreclosure proceedings that have already started.

We may accept and apply your new payment during the Trial Period Plan. However, this does not waive our acceleration of your loan (i.e., when we tell you that your entire loan amount is now due and payable) or waive the foreclosure action and related activities, and does not cure your loan default unless such payments brings your loan completely up to date.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active



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You agree that Ocwen Loan Servicing will hold each of your trial period payments that you make in a non-interest bearing account. Once there are enough funds in that account to make your full mortgage payment, we will apply the funds to your loan account to make that payment. At the end of your trial period, there may be funds left in that account because there is not enough to make a full mortgage payment. If so, we will apply those funds to your unpaid principal balance when we permanently modify your loan.

If your monthly payment did not include escrows for taxes and insurance, you may now be required to have such escrows.

If an escrow for taxes and insurance is required, you revoke any prior waiver that allowed you to pay directly for taxes and/or insurance and/or any other permissible escrow fees. You agree to establish any required escrow account and to pay required escrows into that account.

Although your current loan documents or previously modified terms remain in effect, you must make the Trial Period Plan payments instead of the payments required under your loan documents or previous modification.

Your current mortgage note and security instrument, and any previous loan modification (if any), remain in full force and effect. Nothing in the Trial Period Plan satisfies or releases any obligations in those loan documents.

If you have mortgage insurance on your loan, and if the modified principal balance of your mortgage exceeds the original principal balance, your mortgage insurance premiums may increase, causing your payment to go up. Furthermore, the date on which you may request cancelation of the mortgage insurance may change. For loans on single-family primary residences, federal law allows you to request that mortgage insurance be canceled on either:

- The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancelation of mortgage insurance at different times or if your loan is secured by a 2-4 unit property. Please call [1-800-746-2936 (Hours of Operations: Monday to Friday 8 am EST to 9 pm EST, Saturday 8 am EST to 5 pm EST and Sunday 12 pm EST to 9 pm EST)] if you have questions about mortgage insurance.

By participating in this trial period, you understand and consent to the disclosure of your personal information and the terms of any Modification Agreement by Ocwen Loan Servicing to (a) governmental authorities, including the U.S. Department of the Treasury and Department of Justice, and their agents in connection with the global settlement, (b) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services your first lien or subordinate lien (if applicable) mortgage loan(s); (c) companies that perform support services in conjunction with this modification and (d) any HUD-certified housing counselor.



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1661 Worthington Rd, Suite 100  
West Palm Beach, FL 33409  
[www.ocwen.com](http://www.ocwen.com)

### Trial Period Payment Coupons

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and not an attempt to impose personal liability for the debt.

Your trial period mortgage payments are due in the amounts and by the dates listed on the cover page and these coupons. The amount of \$4,654.36 will be due by 3/1/2013, 4/1/2013, and 5/1/2013. Please note that these payments should be sent instead of - not in addition to -- your regular monthly mortgage payment. You should also continue making payments in the amount of \$4,654.36 until you receive confirmation from us in writing regarding your permanent modification.

Please detach and include with your first month's trial period modified mortgage payment: (If you have already made your first month's trial period payment please disregard this coupon.)

Neil Jon Bloomfield  
901 E St Ste 100  
San Rafael, CA 94901

Loan Number: 7130807154  
I have enclosed my trial period mortgage payment of \$4,654.36

Send your payment to:  
Ocwen Loan Servicing, LLC  
PO Box 6440  
Carol Stream, IL60197-6440

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